

1 RICHARD T. EGGER, Bar No. 162581  
richard.egger@bbklaw.com  
2 LAUREN M. STRICKROTH, Bar No. 252700  
lauren.strickroth@bbklaw.com  
3 Best Best & Krieger LLP  
2855 E. Guasti Road, Suite 400  
4 Ontario, CA 91761  
Telephone: (909) 989-8584  
5 Facsimile: (909) 944-1441

6 Attorneys for Plaintiff and Counter-Claim  
Defendant

7  
8 CAL WEST ENVIRONMENTAL SERVICES,  
INC.

9 UNITED STATES DISTRICT COURT  
10 CENTRAL DISTRICT OF CALIFORNIA

11 CAL WEST ENVIRONMENTAL  
12 SERVICES, INC. a California  
corporation,

13  
14 Plaintiff,

15 v.

16 ESTRATEGY, INC., a Delaware  
corporation, dba One Salute, Inc.;  
17 BRIAN SEXTON, an individual;  
18 LAURA LAKE, an individual; and  
19 DOES 1 through 10, inclusive,

20 Defendants.

21 ESTRATEGY, INC., a Delaware  
corporation, dba One Salute, Inc.,

22  
23 Counterclaimant,

24 v.

25 CAL WEST ENVIRONMENTAL  
26 SERVICES, INC. a California  
corporation,

27  
28 Counterclaim -Defendant.

Case No. 2:15-cv-09667 RGK (AFMx)  
Hon. R. Gary Klausner

**STIPULATION AND REQUEST  
FOR ORDER DISMISSING  
ENTIRE ACTION AND FOR  
COURT TO MAINTAIN  
JURISDICTION TO ENTER  
STIPULATED JUDGMENT PER  
SETTLEMENT AGREEMENT**

**F.R.C.P. 41**

1 TO THE HONORABLE R. GARY KLAUSNER, UNITED STATES  
2 DISTRICT COURT:

3 Plaintiff and Counter-claim Defendant CAL WEST ENVIRONMENTAL  
4 SERVICES, INC. a California corporation and Defendant and Counterclaimant  
5 ESTRATEGY, INC., a Delaware corporation, dba One Salute, Inc., and Defendants  
6 Brian Sexton and Laura Lake hereby request that the Court dismiss this action in its  
7 entirety with prejudice.

8 All of the Parties have entered into a settlement agreement on January 20,  
9 2017. The Agreement requires installment payments to be completed by April 23,  
10 2017. If timely payments are not made, the agreement allows for entry of a  
11 stipulated judgment of \$20,000, less payments made before default. The agreement  
12 provides for other , non-payment related performance obligations. Except for  
13 potential entry of the stipulated judgment, any disputes arising out of, or related to  
14 the settlement agreement will be resolved through arbitration. The Parties,  
15 therefore, jointly request that the Court dismiss the action with prejudice while  
16 retaining jurisdiction for the sole purpose of entering a stipulated judgment  
17 pursuant to the settlement agreement if necessary.

18  
19 Dated: January 25, 2017

BEST BEST & KRIEGER LLP

21 By: /s/ Richard T. Egger  
22 RICHARD T. EGGER  
23 LAUREN M. STRICKROTH  
24 Attorneys for Plaintiff and  
25 Counterclaim-Defendant  
26 CAL WEST ENVIRONMENTAL  
27 SERVICES, INC.  
28

LAW OFFICES OF  
BEST BEST & KRIEGER LLP  
2855 E. GUASTI ROAD, SUITE 400  
ONTARIO, CA 91761

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BEST BEST & KRIEGER LLP  
2855 E. GUASTI ROAD, SUITE 400  
ONTARIO, CA 91761

1 Dated: January 25, 2017

THE LAW OFFICES OF ALAN  
KANG

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4  
5 By: /s/ Alan Kang  
6 ALAN KANG  
7 Attorney for Defendant/  
8 Counterclaimant ESTRATEGY,  
9 INC., and Defendants BRIAN  
10 SEXTON AND LAURA LAKE  
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